

FEB 17 1988

WISCONSIN EMPLOYMENT
RELATIONS COMMISSIONSTATE OF WISCONSIN
BEFORE THE ARBITRATOR

In the Matter of the Petition of:	Case 36, No. 38641
D.C. EVEREST AREA SCHOOL DISTRICT	ARB-4382
To Initiate Arbitration Between	Decision No. 24678-A
Said Petitioner and	Sherwood Malamud
D.C. EVEREST PARAPROFESSIONAL	Arbitrator
EMPLOYEES UNION, LOCAL 1908,	
AFSCME, AFL-CIO	

APPEARANCES

Mulcahy & Wherry, S.C., Attorneys at Law, by Dean R. Dietrich, and Shirley M. Strasser, assisting on the brief, P.O. Box 1004, Wausau, Wisconsin 54402-1004, appearing on behalf of the Municipal Employer.

David Ahrens, Research Analyst appeared at the hearing and Phil Salamone on briefs on behalf of WCCME, Council No. 40, AFSCME, AFL-CIO and its Affiliated Local 1908, Everest Paraprofessional Union, Hatley, Wisconsin 54440.

JURISDICTION OF ARBITRATOR

On August 10, 1987, the Wisconsin Employment Relations Commission appointed Sherwood Malamud to serve as the Arbitrator to issue a final and binding award pursuant to Sec. 111.70(4)(cm)6.c of the Municipal Employment Relations Act with regard to an interest dispute between the D.C. Everest Area School District, hereinafter the District or the Employer, and the Everest Paraprofessional Union, Local Union 1908, WCCME Council No. 40, AFSCME, AFL-CIO, hereinafter the Union. An arbitration hearing was conducted on October 27, 1987 at which time the parties presented documentary evidence and testimony. Additional exhibits were submitted post-hearing by November 12, 1987. Briefs and reply briefs were exchanged through the Arbitrator by December 24, 1987. Based upon a review of the evidence, testimony and argument submitted and upon the application of the criteria set forth in Sec. 111.70(4)(cm)7.a-j Wis. Stats., to the issues in dispute herein, the Arbitrator renders the following Award.

SUMMARY OF ISSUES IN DISPUTE

There are two principle issues in dispute: wages and the level of Employer contribution to health and dental insurances for employees who work less than 2,080 per year. The proposals of both parties are for the 1987-88, as well as, the 1988-89 school years.

Wages

On the wage issue, the Employer proposes to increase wages by 4.76% for the 1987-88 school year and 4.58% for the 1988-89 school year. The total package costs of the salary proposal is 4.49% and 4.47%, respectively for the two years. The Employer costs the Union final offer of a 5% per cell increase to result in a 6.48% wages only and a 6.08% total package increase for the 1987-88 school year. The Employer views the Union's, wages only,

increase for the 1988-89 school year to be 6.35% with a total package impact of 6.69%.

The Union views the Employer proposal as a 3.3% per cell increase for 1987-88 and a 21 cent per hour across the board increase for the 1988-89 school year. It views the cost of its offer as an across the board wage increase of 5% in each of the two years.

The parties are engaged in a costing dispute. The District includes increment and longevity in the costing of its proposal. As a result, it concludes that the wages only increase is as summarized above. The Union argues that increment and longevity should not be included in the costing of the parties' proposals.

The Union and the Employer disagree as to the school districts to which D.C. Everest is to be compared. The Employer would include Wittenberg-Birnamwood as a comparable, whereas, the Union would exclude this District from the comparability pool.

Health Insurance

The Union proposes that no change should be made to the language in Article 14 A and B as it reads in the 1985-86 and 1986-87 expired Agreement. The Employer proposes that the following language be inserted:

(Addition to A): Employees hired after July 1, 1987 will have prorated benefits based upon the following schedule:

The District will make contribution toward each employee's health/medical insurance in an amount equal to that employee's full-time equivalency (FTE). Such FTE shall be computed on the basis of normal hours annually worked in a school year divided by 2080 hours.

(Addition to B): Employees hired after July 1, 1987 will have prorated benefits based upon the following schedule:

The District will make contribution toward each employee's dental insurance equal to that employee's full-time equivalency (FTE). Such FTE shall be computed on the basis of normal hours annually worked in a school year divided by 2080 hours.

The net effect of the Employer proposal is to provide for the proration of the Employer contribution to the health and dental benefit for employees scheduled to work for less than 2,080 hours. The proration would reflect the number of hours scheduled as a percentage of 2,080 and that percentage would then determine the level of the Employer's contribution up to the maximum it contributes on behalf of an employee which is 90% of the family premium.

STATUTORY CRITERIA

The criteria to be used to resolve this dispute are contained in Sec. 111.70(4)(cm)7, Wis. Stats. It provides that the:

Factors considered. In making any decision under the arbitration procedures authorized by this paragraph, the arbitrator shall give weight to the following factors:

- a. The lawful authority of the municipal employer.
- b. Stipulations of the parties.

- c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.
- d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services.
- e. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes generally in public employment in the same community and in comparable communities.
- f. Comparison of the wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes in private employment in the same community and in comparable communities.
- g. The average consumer prices for goods and services, commonly known as the cost-of-living.
- h. The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- i. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- j. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, factfinding, arbitration or otherwise between the parties in the public service or in private employment.

BACKGROUND

The D.C. Everest Area School District is contiguous to the city of Wausau. The city of Schoefield, village of Rothschild and a small parcel of land located in the city of Wausau comprise the school district. The school district is included in the Wisconsin Valley Athletic Conference, which includes the school districts of Antigo, Marshfield, Merrill, Rhinelander, Stevens Point, Wausau, and Wisconsin Rapids.

These same parties participated in a mediation/arbitration proceeding in which a dispute over the reopener for the 1984-85 school year was determined by Arbitrator Grenig in D.C. Everest Area School District, (21941-A), 2/85. A consent award was issued in a case involving the within Union and Employer by Arbitrator Weisberger in January, 1984 (21068-A) 1/84. The teachers, who are represented by the Rothschild-Schoefield Area Education Association were parties with the school district in mediation/arbitration proceedings before Arbitrator Christenson (17942-A) 2/81 and before Arbitrator Vernon in D.C. Everest Area School District, (21027-A) 6/84.

DISCUSSION

Introduction

In this section of the Award, the Arbitrator applies the statutory criteria to the wage proposal of each party. Where appropriate, specific arguments of the parties are recounted and addressed. Since the proposals of the parties on wages and health insurance are for a period of two years, the discussion below addresses the two year impact of each proposal. However, it is noteworthy that at the time of the hearing in this matter, there were no settlements for the 1988-89 school year among the primary comparable group be it the ones suggested by the Employer or the Union. Accordingly, reference to the second year of a settlement in the discussion and analysis of each criterion is limited by the paucity of evidence regarding the second year of the parties' proposals.

Before moving on, the parties raised two threshold questions in their arguments which it is appropriate to determine at the outset of this discussion. First, the Union argues that the school district of Wittenberg-Birnamwood should not be included in the comparability pool. In this regard, the Union argues that other than a border, Wittenberg-Birnamwood is much smaller than D.C. Everest and is not comparable to it.

The relative size of Wittenberg-Birnamwood as compared to D.C. Everest has not changed since Arbitrator Grenig issued his award in February, 1985. There is no evidence in this record demonstrating any change in the relative size between D.C. Everest and Wittenberg-Birnamwood school districts since Arbitrator Christenson identified Wittenberg-Birnamwood as a primary comparable to D.C. Everest School District in his award issued in February, 1981.

This Arbitrator agrees with the observation of Arbitrator Vernon in his 1984 award in a dispute between the Rothschild-Schoefield Education Association and this school district in (21027-A) 6/84 wherein he observed that the determination of a comparability pool by Arbitrator Christenson is not per se binding on him. However, the record in this case is devoid of substantial evidence on which this Arbitrator could conclude that the comparability pool should be altered. The comparability pool may serve as a stabilizing factor in the bargaining relationship between the parties. For these reasons, this Arbitrator will not disturb that comparability pool. The primary comparables, for the purpose of this decision, are as follows: the other school districts which comprise the Wisconsin Valley Athletic Conference, namely, Wausau, Stevens Point, Wisconsin Rapids, Marshfield, Rhinelander, Antigo, and Merrill plus two other non-conference schools, Mosinee and Wittenberg-Birnamwood.

The second threshold issue raised by the parties and which has a substantial impact in this case, relates to the costing dispute. The Union argues that step increases in non-teacher bargaining cases are not costed in the total package put forth by both sides. If these "steps" are subtracted from the Employer's proposal, its wage offer is but 3.3% and the Union's is 5%.

In Green Bay Area Public School District, Voluntary Impasse Procedure, decided in February, 1987, determining a salary schedule dispute for teachers of that district, this Arbitrator observed at page 32 of that decision that:

The Association objects to the inclusion of the increment, i.e., that portion of the salary schedule increase which is determined by the structure of the salary schedule. Such increases are not included in the costing of the salary increases provided to

clerical and/or blue collar employees of the District, Brown County or the City of Green Bay. In this Arbitrator's experience, the observation of the Association is correct. Normally, any increases generated by step movement from the hiring step to the maximum rate to be paid to blue collar or clerical employees is normally not included in the percentage increase costed to these employees. However, there is a reason for the different treatment accorded these different categories of employees. A teacher salary schedule may have 6 salary lanes and 15 steps on each lane. The result is 90 steps or increments which generate additional income over and above the increase in the base which is to be paid "across the board" to all teachers on a schedule. However, schedules employed for blue collar workers may contain only 4 or 5 steps. The maximum may be achievable in two or three years. Most or all of the unit may be at the maximum rate. Philosophically, the maximum rate for a blue collar worker, often is labeled as the rate for the job. Anything which is paid below that rate, is considered to be payment less than the rate for the job. Such consideration is given to an employer in light of the time and expense expended in training and orienting a new employee to the tasks of the job.

Generally, this Arbitrator would agree that step increases should not be costed against a package in a clerical unit with a five step schedule exclusive of the starting rate. However, in unrebutted testimony, Director of Personnel Baker, testified that since his employment in the District in November, 1980, the steps or increment have been costed in the total package. This costing procedure is part of the parties' bargaining relationship.

Often times, the parties establish their own ground rules or assumptions for costing of packages. If those assumptions or ground rules are to change, it is best left to the parties to make such changes in the course of their collective bargaining. The Union has presented no compelling reason why the Arbitrator should impose such a change in the bargaining relationship of the parties. Accordingly, the Arbitrator has adopted the costing method proposed by the Employer in computing the total package offers of the parties. Those figures are used where total package costs and percentage increases are to be compared. In this regard, the bargaining history of the parties, here, distinguishes this case from the decision of Arbitrator Vernon in Lodi School District, (24377-A) 10/87 in his determination of an interest dispute involving that district and a paraprofessional unit composed of clerical employees and teacher aides. In Lodi, there was no bargaining history underlying the Employer's position that step movement should be costed.

With the disposition of these threshold issues, the Arbitrator now turns to determine the primary issues in this dispute: wages, and the Employer's contribution for health and dental insurance premiums over the two year life of a successor agreement.

WAGES

Lawful Authority of Employer and Stipulations of the Parties

The parties presented no evidence which may serve as a basis for distinguishing between their final offers on the factors: the lawful authority of the employer; and the stipulations of the parties.

Interests and Welfare of the Public

The Employer maintains that its offer is a compromise between the competing interests of the public, students and employees. Its offer provides something for each.

There is no evidence in this record which demonstrates that the acceptance of either offer would cause a measurable increase in the tax burden or shift that burden from the state to the local taxpayer.

The Union argues that there is a large amount of employee turnover. It asserts it is in the public interest to minimize such turnover and to provide full time rather than part time employment.

The Arbitrator finds that the bulk of employee turnover is among teacher aides. The Union has presented no evidence to demonstrate that "low wages" or part time employment is the cause of such high turnover. There is no data in this record concerning the turnover rate experienced by other comparable employers in this employment category. The Arbitrator concludes that any evidence presented with regard to this factor does not serve to distinguish between the parties' offers.

COMPARABILITY

Internal Comparables

The custodians are the only organized group of employees of this Employer who have settled for the 1987-88 school year. This is the second year of a two year agreement between the District and the Teamsters Union which represents the custodians. For the 1987-88 school year, wage rate increases range from 5.9% on the lower wage rates to 4.5% on the higher wage rates. Both parties assert that their offers are consistent with the custodial settlement.

The other major group of organized employees of this District, the teachers, are in the arbitration process. The final offer of the District in that proceeding is consistent, on a percentage basis, with its offer, here.

The Arbitrator finds that the internal comparables, even the settlement with the custodial employees, does not serve to effectively distinguish between the positions of the parties.

Comparison of the Everest Clerical and Teacher Aide Employees with Clerical and Teacher Aide Employees from Other School Districts

The Employer presents a great deal of evidence with regard to this criterion. In analyzing this data, the Arbitrator compares the wage level offered by the Union and the District as compared to the wage level of similarly situated employees in other comparable school districts. In addition, the Arbitrator attempts to identify the dollar and percentage increases provided by comparable employers of similar employee groups as compared to the wage increases to be generated under the parties' final offers.

Of the nine comparable districts identified above, four had not settled for the 1987-88 school year by the time the record in the matter was closed. In addition, none of the nine comparable school districts had settled for the 1988-89 school year.

One further note must be made concerning Employer exhibits 23A through 29B, as modified by the supplementary exhibits presented subsequent to the hearing. In the series of exhibits 23A through 29B, the Employer compares the start rate-minimum paid for the 1986-87 and 1987-88 school years and to be paid to these clerical and aide employees of the D.C. Everest School District under the Employer's and Union's offers for the 1988-89 school year. In order to demonstrate the impact of longevity, the Employer prepared

Exhibits 23B through 29B to reflect the maximum wage rates with 25 years of service. The Arbitrator gives little weight to this "B" series of exhibits. The minimum and maximum proposed by the Union and District at the start rate and step 5 of its wage schedule may be easily compared to the wage schedules, minima and maxima, provided by comparable school districts, public employers in the area, as well as private employers. In this manner, the comparison is a direct one. The impact of longevity is given its proper recognition under the total compensation criterion.

After all the above qualifications, what is left are settled represented districts in Marshfield and Wisconsin Rapids and a settlement covering the fall semester of the 1987-88 school year in Wausau which bargains over rates for its clerical and teacher aide employees on a calendar rather than on a school year basis. This data, together with the data from the non-represented school districts of Antigo, Merrill and Wittenberg-Birnamwood, reflect the following. Under the Employer offer, the minimum and maximum (step 5) rates for the 1987-88 school year for the secretary to the high school principal remain approximately at the average. The Union offer would place the rates for this position at approximately 10 cents above the average.

With regard to the rate for the secretary to the junior high school principal, in 1986-87, the rates paid by the District were below average at both the minimum and maximum. The Employer's offer places the minimum start rate above the average, but well below the average at the step 5 maximum rate.

With regard to the bulk of the unit, the teacher aides, the District paid these employees approximately at the average in 1986-87 at the minimum. Its offer places it slightly above the average at the minimum for 1987-88. However, at the maximum, step 5, of the District's offer places it below the average. In fact, the Employer offer increases the spread between the rate to be paid at step 5 and the average paid by the comparables at the top rate for the secretary to the junior high principal.

The Arbitrator gives some weight to this data. The District's offer maintains its position at approximately the average paid by the comparable school districts at the minimum for the 1987-88 school year. However, at the step 5 maximum rates, its offer, especially at the teacher aid position, places the wage level further below the average. On balance, therefore, this portion of the comparability criterion provides some slight support for the Union's offer.

Comparison of these Public Employees with Other Public Employees, Generally.

The percentage increase is the appropriate way of comparing the level of increases received by public employees in the region whose job content varies widely. In this regard, the salary increases provided by Marathon County-City of Wausau, City of Rothschild and Village of Schoefield are either equal to or less than the wage offer of the District for the 1987-88 school year of 4.76%. Consequently, the District's offer rather than the Union's 6.48% offer for the 1987-88 school year, is to be preferred on the basis of this comparability criterion.

secretary I. The weighted average paid by the private employers surveyed at this job category is \$7.36 per hour. The top rate for the secretary I, category II in the wage schedule, offered by the employer for the 1987-88 school year is \$6.74. Similarly, job survey 45, secretary II, when compared to the salary for the secretary to the high school principal category I in the wage schedule, reflects the following results. First, the survey was made among 19 employers. The weighted average paid effective July 1, 1987 is \$7.96 per hour. The top rate to be paid to the high school secretary under the Employer's proposal is \$7.51 per hour. The District's offer is approximately at the average at the minimum when compared to the minima paid by private employers at both secretary I and secretary II job categories. Since the Union's offer is higher than the District's at the step 5 rate, its offer is closer to the weighted average but still below the weighted average paid by private employers. The salary survey does not reflect the percentage increase paid by these private employers to their employees over the 1986-87 to 1987-88 period. However, with regard to salary levels, the survey supports selection of the Union's offer on the basis of this criterion.

Total Compensation

Four of the nine comparable school districts provide longevity to their employees. They are: Stevens Point, Rhinelander, Wausau, and Marshfield. D.C. Everest pays longevity to its clerical and teacher aide employees.

D.C. Everest provides long term disability, life insurance to all its employees (the role of health insurance and dental insurance in the total compensation picture is discussed in the next section of this award). The total compensation picture tends to support the Employer offer.

Cost of Living

The cost of living increase, September, 1986 to September, 1987, for urban wage earners and clerical workers on the national index is 4.4%. This figure is precisely the total package offer provided by the District's offer. The Union offer of 6.08% is well above the cost of living increase over the prior year. This criterion strongly supports the Employer offer.

Such Other Factors and Changes in the Foregoing Circumstances

These two criteria provide no basis for distinguishing between the final offers of the parties.

Summary-Wages

To sum up, the comparison of the wage levels offered to clerical and teacher aide employees of the D.C. Everest School District under the Employer and Union offers, as compared to other comparable school districts, tends to support the Union offer. Similarly, a comparison of the wage levels offered by the Union and the District as compared to the wage levels paid to clerical employees by private employers in the region supports the Union offer. The percentage wage increases provided by other public employers such as counties and municipalities, as compared to the percentage increase generated by the District and Union offers, supports the Employer's offer. The total compensation factor supports the Employer offer, as well.

However, the strongest support for the Employer offer is provided by the cost of living criterion. On the basis of the statutory criteria, the Arbitrator finds that the District offer is to be preferred on the wage issue.

HEALTH AND DENTAL INSURANCE

Introduction

The Employer proposes to prorate the health insurance benefit. Certainly, the comparable school districts prorate these benefits. Antigo provides a health insurance benefit, but no dental insurance to employees who work at least four hours per day. Marshfield provides health and dental to employees who work 25+ hours per week. The benefit is prorated. The maximum contribution of the Employer is 100% of the single premium and 90% of the family premium for twelve month and school year full-time employees.

In Merrill, the Employer contributes 90% to the health insurance and 75% of the dental premiums. An employee must have 600 hours per year to qualify for this benefit.

In Mosinee, the health insurance benefit is available with 100% contribution by the employer to 12 month employees. The employer contribution is prorated based on the number of hours worked for twelve months part-time, school year full-time and part-time. The Mosinee structure for employer contributions is similar to the changes proposed by the Employer in this case.

In Rhinelander, the Employer contributes 100% of the premium for full-time employees. There is no employer contribution for 12 month part-time or school year part-time employees. In Stevens Point, the Employer contributes 100% of the single premium and 90% of the family for twelve month full-time and school year full-time clerical employees. Twelve month and school year part time employees have the employer contribution prorated based on the percentage of time worked. Teacher aides in Stevens Point, both full and part time, receive a contribution of 45 cents per hour toward health insurance.

In Wausau, the Employer contributes 90% of the health and dental premiums for 12 month full and part-time as well as school year full and part-time employees. In Wisconsin Rapids, employees who work seven or more hours per day, 12 months per year, receive an employer contribution towards health insurance premiums in the amount of 97% towards the single and 85% towards the family. Twelve month part-time employees working less than seven hours per day receive a contribution of 75% towards the single and 64% towards the family premium. School year employees are treated in the same manner as twelve month employees. The employer contribution is directly related to the hours per day scheduled. Employees scheduled seven or more hours per day receive the higher contribution described above.

In Wittenberg-Birnamwood, the Employer contributes 90% of the health insurance premium for full-time 12 month and school year employees. Part time employees, both 12 month and school year, receive a contribution of \$40 per month towards the health insurance premium.

Comparability Everest Clerical and Teacher Aide Employees to the Clerical and Teacher Aide Employees of Other School Districts

It is apparent from the above description, the variety of ways in which comparable school districts provide contributions to health insurance premiums and dental premiums, where the benefit is provided, and the treatment of full-time and part-time, 12 month and school year employees differs widely. A common thread among many of these comparable employers is the presence of a floor. If an employee does not work a minimum number of hours, no employer contribution toward the payment of premium is made for the health insurance or dental insurance provided. The status quo in this case,

i.e., the Employer contribution of 90% of the health and dental premium is made without the presence of the floor for 12 month full and part-time employees, as well as, school year full and part-time is similar to the benefit provided by the Wausau School District to its employees. The weight of the evidence supports the proration of this benefit for part-time employees both twelve month and school year. The above description of the employer contribution to the health insurance benefit provided by comparable school districts does not support the need for a change to convert full-time school year employees to part-timers. Although the data described above does support the imposition of a floor for the receipt of the employer contribution to health and dental insurance, no such floor is proposed by the Employer.

The internal comparables, the manner in which the health insurance premium is prorated for teachers and custodians does not support the reduction of school year full-time employees to part-timers for the purpose of employer contribution to health and dental insurance premiums. The teachers, the quintessential school year employees, have their contribution to health insurance made by the employer for the full 12 month period without any proration for working a school year. While it is true that there is no relationship between the level of salary to be paid to teachers or clerical and teacher aide employees, the treatment of fringe benefits for all employees both professional, nonprofessional and supervisory, are often treated in a similar fashion. Here, the school district treats each unit separately. However, it does not prorate its contribution for health and dental insurance premiums for teachers. Custodians receive a higher contribution towards their health insurance premiums than is received by teachers or employees in this unit. The Employer contributes 95% of the premium. In the custodial unit, proration is based upon daily hours worked. It appears that during the months school is in session, a full-time school year custodian would receive the 95% employer contribution towards health insurance. The custodial agreement does provide a floor of 1,040 hours for the receipt of any health and dental benefit.

The Employer argues that its proposal is justified. It establishes equity between full-time 2,080 hour employees and employees who work less than 2,080 hours per year. However, the internal comparables, the manner in which other employees of this district are treated with regard to proration of the employer contribution for health and dental insurance, as well as, the manner in which other comparable school districts prorate this benefit, do not support the Employer's assertion of an "equity gap" between 2,080 hour employees and all other employees (school year full-time, twelve month and school year part-time) must be filled through the adoption of its final offer.

Little or no data was presented in this case with regard to the level of employer contribution for health and dental insurance for clerical employees of other municipal employers and private sector employers.

Total Compensation

In the analysis of the wage issue described above, the salary level paid by this Employer to its clerical and teacher aide employees falls in the range of average to below average. However, the total compensation provided by this Employer is enhanced through its payment of longevity and, most importantly, through the generous level of contributions made for health and dental insurance. The reduction in the level of contribution for health and dental insurance for school year full-time employees such as teacher aides and school secretaries who only work during the school year, substantially changes the nature of the total compensation provided by this Employer. Such a change has a profound impact on a unit where most of the teacher aides, the bulk of the unit, are school year employees.

It is noteworthy, that under the present collective bargaining agreement, the Employer makes no contribution towards health insurance in months in which the employees do not work a specified number of days. (See Article 14C of the expired Agreement.) Consequently, the Employer does not provide a contribution over the summer month(s) for clerical and teacher aide employees who only worked during the school year.

This factor does not support the adoption of the Employer's proposed changes to the Agreement.

Such Other Factors

Where Arbitrators are presented with proposals for a significant change to the status quo, they apply the following mode of analysis to determine if the proposed change should be adopted: (1) has the party proposing the change, demonstrated a need for the change. (2) if there has been a demonstration of need, has the party proposing the change provided a quid pro quo for the proposed change. (3) Arbitrators require clear and convincing evidence to establish that 1 and 2 have been met.

The Employer has failed to demonstrate a need for the change. Furthermore, its final offer on wages is equal to or only slightly above the average increase provided by comparable school districts and other municipal employers. There is no evidence of a quid pro quo to achieve the change proposed here. Furthermore, this change in benefit, although limited to new employees, would still effect 11 of the 65 employees, both full and part-time, employed by this employer who were employed after July 1, 1987. This factor strongly suggests the rejection of the Employer proposal.

SELECTION OF THE FINAL OFFER

In the above discussion, the Arbitrator concludes that the Employer offer on the wage issue is to be preferred. The Union proposal to retain the status quo on the health insurance issue is to be preferred. In their reply briefs, the parties argue strenuously as to which issue is the primary issue in this case. The Union discounts the wage issue as one where the difference is merely over a dime per hour. If the issue were merely over a dime per hour and that difference on the wage is insignificant, certainly, the Union could have accepted the Employer's wage proposal and thereby significantly changed the nature of this case. It did not do so.

Since the parties have presented two issues for the determination by the Arbitrator, there is nothing in this record to indicate that one issue is more significant than the other. However, the Union proposal to retain the status quo on the health insurance issue is supported by all the applicable criteria appropriate to the determination of that issue. Whereas, the weight of the evidence in support of the Employer proposal on the wage issue, is not as strong as the weight of the evidence which supports the Union's position on health insurance. In totality, the weight of the evidence supports the Union offer, even though its offer is high on the wage issue, the Employer proposal on health insurance and dental insurance proration for full-time school year employees is without support.

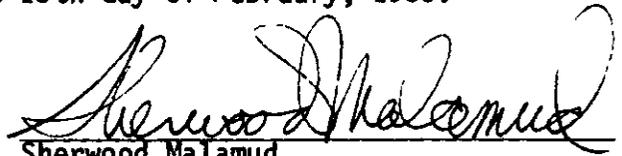
1. See City of Plymouth (Police Department), (24607-A) 12/87, Arbitrator Krinsky; Lafayette County (Highway Department) (24548-A) 10/87, Arbitrator Bilder.

On the basis of the above discussion, the Arbitrator makes the following:

AWARD

Based upon the statutory criteria found in Sec. 111.70(4)(cm)7a-j of the Municipal Employment Relations Act, the evidence and arguments of the parties, and for the reasons discussed above, the Arbitrator selects the final offer of the Everest Paraprofessionals Union, Local 1908, Wisconsin Council of County and Municipal Employees, Council No. 40, AFSCME, AFL-CIO, which is attached hereto, together with the stipulations of the parties to be included in the 1987-88 and 1988-89 Agreement between the District and the Union.

Dated, at Madison, Wisconsin, this 15th day of February, 1988.


Sherwood Malamud
Arbitrator

RECEIVED

JUL 10 1987

WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

Name of Case: D.C. Everest Para-Professional Union Local 1908.
v. D.C. Everest Board of Education

The following, or the attachment hereto, constitutes our final offer for the purposes of arbitration pursuant to Section 111.70(4)(cm)6. of the Municipal Employment Relations Act. A copy of such final offer has been submitted to the other party involved in this proceeding, and the undersigned has received a copy of the final offer of the other party. Each page of the attachment hereto has been initialed by me. Further, we ~~do~~ (do not) authorize inclusion of nonresidents of Wisconsin on the arbitration panel to be submitted to the Commission.

7/9/87

(Date)

Phil Salome

(Representative)

On Behalf of: AFSCME-Council 40 representing
Local 1908-D.C. Everest Para-Professionals.

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RECEIVED

ROBERT W LYONS
EXECUTIVE DIRECTOR

JUL 09 1987



Wisconsin Council 40

AFSCME, AFL-CIO

5 ODANA COURT

MADISON, WISCONSIN 53719

608/274-9100

July 9, 1987

Mary Jo Schiavoni
Wisconsin Employment Relations Commission
P. O. Box 7870
Madison, WI 53707-7870

Dear Ms. Schiavoni:

Attached please find the final offer of DC Everest Paraprofessional Union Local 1908, AFSCME, AFL-CIO.

Sincerely,

DAVID AHRENS
Wisconsin Council 40
AFSCME, AFL-CIO

DA:ch
opeiu #39
afl-cio

Attachments

RECEIVED

FINAL OFFER OF DC EVEREST PARAPROFESSIONAL UNION
LOCAL 1908, AFSCME, AFL-CIO
TO THE
DC EVEREST BOARD OF EDUCATION

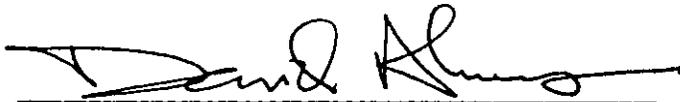
JUL 09 1987

WISCONSIN DEPARTMENT
RELATIONS COMMISSION

Revise Exhibit A - Wages

Effective 7/1/87 increase all rates by 5% across the board. Effective 7/1/88 increase all rates by 5% across the board.

All other provisions of the 1985-86, 1986-87 contract, except those items which tentatively agreed to and those listed above.



DAVID AHRENS

Wisconsin Council 40, AFSCME, AFL-CIO